

# **MEMORANDUM OF UNDERSTANDING**

between the

City of Hollister

and the

Hollister Mid Management Association

July 1, 2003 — June 30, 2006

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## **Article 1. Preamble**

This Memorandum of Understanding is entered into by the City of Hollister, hereinafter referred to as “City”, and the Hollister Mid Management Association, hereinafter referred to as “Association”. This Memorandum of Understanding hereinafter referred to as “M.O.U.”, is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act.

## **Article 2. No Discrimination**

The City and the Association agree that there shall be no discrimination against any employee in the unit because of race, religion, creed, political affiliations, color, national origin, ancestry, age, or sex, unless defined as a bona-fide occupation qualification as defined by Federal or State law. The City and Association also agree not to discriminate against any employee for his/her activity on behalf of, or membership in or lack of membership in, the Association. Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the grievant would not have occurred.

## **Article 3. Recognition**

Pursuant to Section 3500-3510 of the Government Code, the City certifies the Association as the recognized majority representative for all regular career full-time employees in the Mid-Management Unit. The Mid-Management Unit includes:

- Animal Control Supervisor
- Associate Engineer
- Associate Civil Engineer
- Associate Engineer-Traffic
- Capital Improvement Project Mgr.
- Fleet Maintenance Supervisor
- Information Systems Manager
- Parks Maintenance Supervisor
- Planning Manager
- Public Works Superintendent
- Recreation Services Manager
- Redevelopment Projects Coordinator
- Senior Planner
- Senior Wastewater Treatment Plant Opr.
- Streets Maintenance Supervisor
- Utilities Supervisor

## **Article 4. No Abrogation of Rights**

This M.O.U. does not modify any City Council rights.

## **Article 5. Maintenance of Benefits**

The articles included in this agreement constitute a full and complete agreement with the City and Association on all matters within the scope of representation for the period stated in Article 17. Term Of Agreement. All present resolutions, ordinances, rules and regulations, practices and policies covering matters within the scope of representation will continue in force and effect during said period without change, except to conform to the terms of this M.O.U. subject to meet and confer. Notice of any matter proposed to be changed will be provided to the Association in a timely fashion.

## **Article 6. Salary and Special Compensation**

### **A. Cost Of Living Adjustment**

A Cost of Living Adjustment (COLA) shall be applied to all unit classifications effective the first pay period beginning on or after July 1, 2003, July 1, 2004 and July 1, 2005 by utilizing the following method:

1. Salary ranges in effect July 1, 2003 will be increased by one hundred percent (100%) of the increase in the Consumer Price Index, San Francisco-Oakland-San Jose, Urban Wage Earners and Clerical Workers, as published by the Bureaus of Labor Statistics, U.S. Department of Labor for the month of April 2002, compared to the same publication for the month of April 2003. The COLA for the initial period shall be two and one-half percent (2.5%).
2. The same method shall be used in the succeeding two (2) years (2004 and 2005) of the contract by adjusting the dates so that the calculation is based on the most recent April to April period.

### **B. Deferred Compensation Plan**

The City shall provide a voluntary deferred compensation plan for all employees of this unit for the term of this M.O.U.

### **C. Retirement**

1. Contribution
  - a. The City shall provide the PERS Section 21354 “2% at age 55” retirement benefit for eligible unit members for the term of this contract.
  - b. The City shall pay all of the member and employer contributions to PERS for each eligible member of the unit for the term of the M.O.U.
2. 1959 PERS Survivor Death Benefit

The City shall provide the PERS Section 21574 “Fourth Level 1959 Survivor Death Benefit” for all eligible unit members for the term of this contract. The City shall pay the employer rate contribution. The employee shall pay the member rate contribution.
3. One Year Final Compensation Benefit
  - a. The City shall provide the PERS Section 20042 “One Year Final Compensation” benefit for eligible unit members.
  - b. The City shall pay all of the employer and member contributions to PERS for each eligible member of the unit for this benefit.

### **4. Retirement Incentive Programs**

The City shall review and evaluate the PERS Section 20903 “Two Year Additional Service Credit” benefit or any other available retirement incentive programs during the term of the agreement.

5. Credit For Unused Sick Leave

The City shall review any proposal with the Association relating to implementation of PERS Section 20965 "Credit For Unused Sick Leave" once all bargaining units containing any miscellaneous members, as defined by PERS, have requested consideration of the benefit.

6. Modifications

The City shall not make any other modifications in the current PERS contract which would implement a multi-tiered retirement plan or would reduce employees' basic retirement benefits without a vote of all effected employees.

**D. Overtime and Holiday Pay**

1. Any employee represented by this unit who is determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and who is authorized or required to work overtime in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half for each hour worked.
2. Any employee represented by this unit who is determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and is authorized or required to work on any City recognized holiday shall be compensated at the rate of time and one-half for each hour worked in addition to their regular holiday pay.
3. Any employee represented by this unit who is determined to be overtime ineligible as defined by the Fair Labor Standards Act (FLSA) shall receive Administrative Leave as identified in Article 12, Section O below.

**E. Compensatory Time**

Any employees represented by this unit who are determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and who are authorized or required to work overtime shall have the option to either receive paid compensation at a rate one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, or to take compensatory time off from duty at a rate one and one-half (1½) times the amount of each overtime hour worked which exceeds eight (8) hours per day or forty (40) hours per week.

Overtime eligible employees who work holidays shall have the option to either receive paid compensation at a rate one and one-half (1½) times the employees' regular pay rate plus receive employees' regular eight (8) hours paid compensation, or to take compensatory time off from duty at a rate one and one-half (1½) times the amount of each hour worked plus the eight (8) hours regular paid time. Employees who are called in on holidays shall also receive this option.

Employees may accumulate a maximum of 240 hours (160 FLSA overtime hours worked) in their "comp time bank".

**Article 7. Insurance**

**A. Health Insurance**

The City shall provide employees with the choice of participating in either the Public Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS or the Blue Cross HMO program.

**B. Health Insurance Waiver Option**

1. After the date of adoption of this M.O.U. employees who elect not to participate in the City's health care insurance program will be compensated an amount equivalent to 25% of the premiums for the City's health plan at the level in which the employee was participating (employee only, employee + 1 dependent, employee + 2 or more dependents) at the time of waiving insurance coverage. This cash amount will be paid as part of the employee's bi-weekly payroll.
2. Employees electing not to participate in the City's health care insurance program must provide proof of medical insurance coverage by an outside provider.

**C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan**

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute toward the PEMHCA or Blue Cross HMO medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan, attached as Exhibit A.

**D. Terms For Health Care Participation**

Participation and coverage in the medical, dental and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

**E. Employee Premium Paid By City**

The City shall contribute towards the medical, dental and vision insurance plans an amount equal to the employee only premium at the time of adoption of this M.O.U. for each member of the unit for the term of this M.O.U. The employee only premium for medical insurance shall be based on the higher premium of either PEMHCA's PERS Choice or Blue Cross HMO

**F. City Health Care Contributions**

The City medical, dental and vision insurance plans shall include provisions for dependent coverage at the employee's option. The City shall contribute during the term of the M.O.U. monthly amounts toward such dependent coverage based on the higher premium of either PEMHCA's PERS Choice or Blue Cross HMO, so that the employee pays no more than:

Medical - One Dependent	\$32.55
Medical - Family	\$57.54
Dental - One Dependent	\$ 8.69
Dental - Family	\$19.39
Vision - One Dependent	\$29.93
Vision - Family	\$29.93

Should the employee select a plan other than PEMHCA's PERS Choice or Blue Cross HMO, whichever premium is higher, the employee medical contributions may vary.

**G. Vision Insurance**

The City shall continue to provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this M.O.U.

**H. Life Insurance**

The City shall provide term life insurance in the amount equal to \$100,000 for each member of the unit for the term of this M.O.U. Additional term life insurance may be purchased by employees in increments of \$10,000 up to a total of \$250,000.

**I. Long Term Disability Insurance**

The City shall provide a supplemental long term disability plan coordinated with other benefits and providing no more than a ninety (90) day elimination period; a one year benefit for accident or illness; and a minimum scheduled benefit of sixty percent (60%) of gross salary to a maximum of \$2,000 per month for each member of the unit for the term of this M.O.U.

**Article 8. Personnel System Rules and Regulations**

This M.O.U. sets forth certain benefits and working conditions for employees in the Mid-Management Association. Other rules, regulations, policies and general working conditions governing employment for employees covered by this M.O.U. are set forth in the Personnel System Rules and Regulations of the City. If during the term of this M.O.U. the City desires to amend the Personnel System Rules and Regulations the City shall give notice to the Association of the proposed changes. Representatives of the City and Association shall meet in a timely manner. Hours, wages and general working conditions contained in the Personnel System Rules and Regulations are the proper subjects of the grievance procedure.

**Article 9. Job Related Disabilities and The Americans With Disabilities Act**

**A. Job Related Disabilities**

City shall comply with the Labor Code of the State of California for employees within this unit deemed disabled or temporarily disabled as a result and because of such job related injury which requires them to be absent from active City service.

**B. Americans With Disabilities Act**

The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of the accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. The parties agree that such accommodation relating to ADA shall not constitute a 'past practice' or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City. However, the City, when the release of information is either authorized or will not violate confidentiality, will notify the Union when an accommodation has been made that affects other employees in the workplace. Accommodations made by the City under this Article shall not be subject to the grievance procedure.



## **Article 10. Safety Compliance and Equipment**

### **A. Safety Compliance**

The City and Association shall meet the requirements of Cal OSHA. The Association further agrees to bring any safety concerns immediately to the attention of management.

### **B. Safety Boot Allowance**

Eligible unit employees in the classifications of Associate Engineer, Associate Civil Engineer, Associate Engineer – Traffic, and Capital Improvement Project Manager shall be reimbursed up to \$175 per year, upon presentation of satisfactory proof-of-purchase, for safety shoes or boots which are approved and authorized by City management. Used safety shoes and boots are the property of the City and shall be returned to the City. This allowance is to assist employees in purchasing City-approved work shoes and/or boots appropriate for the type of work being performed in accordance with General Industry Safety Orders, Title 8, Section 3385. Appropriate safety shoes and boots shall incorporate the following safety factors depending on the type of work performed: 1) non-skid sole; 2) adequate ankle protection; 3) puncture protection; 4) impact/compression protection.

Eligible unit employees in the classifications of Streets Maintenance Supervisor, Utilities Supervisor, Animal Control Supervisor, Fleet Maintenance Supervisor, Parks Maintenance Supervisor, Public Works Superintendent and Senior Wastewater Treatment Plant Operator shall be reimbursed up to \$300 per year, upon presentation of satisfactory proof-of-purchase, for safety shoes or boots which are approved and authorized by City management.

Unit employees in the classifications of Recreation Services Manager, Senior Planner, Planning Manager, Information Systems Manager and Redevelopment Agency Coordinator shall not be eligible for this safety boot allowance.

## **Article 11. Grievance Procedure**

This grievance procedure shall be the sole and exclusive procedure for resolving grievances filed by employees covered by this M.O.U.

### **A. Definition**

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this agreement or the City's Personnel System Rules and Regulations which adversely affects the grievant.

### **B. Stale Grievance**

A grievance shall be void unless filed in writing within fifteen (15) calendar days from the date upon which the City is alleged to have misinterpreted or misapplied this agreement, or within fifteen (15) calendar days from the time an employee might reasonably have been expected to have learned of the alleged misinterpretation or misapplication. Such discovery period shall not exceed 180 days regardless of the date of discovery. In no event shall a grievance include a claim for money relief for more than the fifteen (15) day period plus such reasonable discovery period.

### **C. Informal Discussion with Employee's Supervisor**

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. Any solution reached at this level must be reviewed

by the Personnel Officer to assure compliance with this agreement before it has any binding effect.

**D. Formal Written Grievance to Employee's Supervisor**

If the employee chooses to formally pursue his/her grievance, he/she or his/her representative shall present the written grievance to his/her immediate supervisor within five (5) working days after the date upon which the grieving employee informally discusses the grievance with the supervisor. (In the event a group grievance is formally submitted by the recognized employee organization, its initial submission will be to the department head and subsequent steps will be followed as outlined in this section.) The formal written grievance shall specify the provisions of this M.O.U. or the City's Personnel System Rules and Regulations alleged to have been misinterpreted or misapplied; the remedy sought; and such other specific dates, times, places and persons and other facts necessary to derive a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with the supervisor's answer thereto in writing within five (5) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

**E. Grievance to Department Head/City Manager**

The department head or the City Manager, if the department head was the grievant's immediate supervisor, shall have seven (7) working days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the department head or City Manager, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limits at this level may be extended by mutual agreement between the department head or City Manager and the employee or his/her representative.

**F. Waiver of Appeal Steps**

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant(s) and the department head may, by mutual agreement, waive review of the grievance at Step E and proceed to present the grievance to the City Manager.

**G. Advisory Fact Finding of Grievances**

In the event the grievance is not resolved by the City Manager, the recognized employee organization may with fifteen (15) calendar days after receipt of the decision of the City Manager, request that the grievance be heard by a fact finder.

**H. Selection of a Fact Finder**

The fact finder shall be selected by mutual agreement between the City and the Association. If the parties are unable to agree on the selection of a fact finder, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified fact finders. The City and the grievant, or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as fact finder.

**I. Duty of Fact Finder**

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the fact finder to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be advisory in nature.

The proposed disposition shall be based solely on the interpretation of the applicable provisions of the M.O.U. and other personnel rules if applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the M.O.U. or such rules.

**J. Payment of Costs**

Each party to a hearing before a fact finder shall bear its own expenses in connection therewith. All fees and expenses of the fact finder shall be borne one-half by the City and one-half by the grievant.

If the City does not implement the proposed disposition of the grievance made by the fact finder, the City shall pay all fees and expenses of the fact finder.

**K. Effect of Failure of Timely Action**

Failure of the employee(s) to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

**Article 12. Miscellaneous**

**A. Bilingual Allowance**

Employees who perform technical bilingual skills (reading, writing, translation) and who successfully pass a City-administered proficiency test shall receive an allowance of one hundred twenty-five dollars (\$125.) per month. If any other bargaining unit within the City negotiates a bilingual allowance greater than one hundred twenty five dollars (\$125.) per month, eligible unit members will receive the greater amount.

**B. Tool Replacement Allowance**

1. The City shall provide a tool replacement fund for the replacement of worn out or broken shop tools and the purchase of new shop tools as needed. This allowance will be available to those employees in the classification of Fleet Maintenance Supervisor which are required as a condition of employment to provide their own shop tools for the performance of their duties within City service. The utilization of this fund shall not exceed six hundred dollars (\$600.) per employee for any fiscal year. All shop tools purchased and reimbursed under this provision shall be maintained by the employee so as to be immediately available for City work.
2. The employee shall acquire the tool(s) and shall present documented evidence (receipts and invoices, etc.) of the acquisition and ownership to the City for reimbursement. The Department Head or his designee may inspect and inventory all tools acquired under this provision.
3. The refusal to replace a tool by Management will not be a grievable matter.

**C. Standby Pay**

Employees covered by this agreement who are assigned to standby duty shall be paid one hundred five dollars (\$105) for each week that they are so assigned. The City shall have full discretion in making and administering standby assignments. This shall include, but not be limited to, the authority to: 1) require an employee to be available at all hours by telephone or to use a pager; 2) to restrict travel; 3) require refraining from activities which would impair the ability to respond to emergency situations.

#### **D. Working Out of Classification Assignment**

Unit employees assigned by management on a Personnel Action Form (PAF) shall be compensated within the salary range for which the assignment is made but in no case less than five percent (5%) subject to the following:

1. The position must be vacant and budgeted.
2. Must be assigned by Management.
3. The grievance procedure shall not be utilized by unit members in any conflict and Management's assignment or non-assignment is final a binding upon all parties.

#### **E. Vacation Leave, Sick Leave and Floating Holidays**

##### **1. Vacation**

All unit members are entitled to ten (10) working days vacation pay upon successful completion of their first six (6) months of continuous service. Employees may take accrued vacation after the completion of six (6) months of service.

##### **a. Vacation Accrual Rate**

<u>Years of Service</u>	<u>Annual Vacation Accrual</u>
1 <sup>st</sup> through completion of 3 <sup>rd</sup>	10 days
4 <sup>th</sup> through completion of 7 <sup>th</sup>	15 days
8 <sup>th</sup> through completion of 15 <sup>th</sup>	20 days
16 <sup>th</sup> through completion of 20 <sup>th</sup>	22 days
Beginning of 21 <sup>st</sup>	1 additional day per year of service up to 25 days.

##### **b. Maximum Accrual**

Employees may only accumulate a maximum of 30 working days (240 hours) of vacation without the authorization of the City Manager. Accumulated vacation time of more than 30 days (240 hrs.) authorized by the City Manager must be used prior to the end of the calendar year or it will be lost.

##### **c. Cash Out of Vacation**

Employees may cash out up to maximum of 40 hours of vacation leave annually. Compensation for vacation leave cashed out will be made at the employee's rate of pay at the time of cash out. Requests for payment of vacation time shall be made in writing to the Finance Department at least 30 days in advance of June 1<sup>st</sup> and December 1<sup>st</sup> of each year. Payments of cashed out vacation leave will be made on the first pay day which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. This payment will be made in the regular payroll check issued for that pay period.

##### **2. Sick Leave**

- a. Sick leave shall be accrued at a rate of 12 days per year (8 hours per month).
- b. Unused sick leave may be accrued without limit.

3. Floating Holidays

All eligible unit members shall receive two (2) floating holidays for their use on July 1 of each fiscal year.

**F. Vacation Illness Conversion**

If an employee of this unit is on vacation and becomes ill, he or she may convert vacation time to sick leave with pay. This conversion must be supported by a physician's statement.

**G. Sick Leave Conversion To Cash**

Eligible unit employees may be convert a percentage of accrued, unused sick leave to cash at death or retirement from City employment. The provisions for this policy are as follows:

1. Employees of this unit may not "cash out" or be compensated for any of the first 240 hours of sick leave accrued.
2. Any current employee of this unit having completed 10 years of continuous service with the City and who retires from City service, will be compensated for 25% of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of retirement from City service.
3. The surviving spouse, beneficiary(s), dependent(s) or estate of any current employee of this unit who has completed 10 years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for 50% of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of death.
4. Any current employee of this unit having completed 10 years of continuous service with the City and having an unused sick leave accrual balance exceeding 500 hours may, at their option, "cash out" up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the "cashed out" hours do not diminish the unused sick leave accrual balance to an amount less than 500 hours.
5. Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused sick leave as described herein, shall be made in writing to the Finance Department at least 30 days in advance of June 1st and December 1st of each year.
6. Payments of "cashed out" unused sick leave will be made on the first pay day which follows June 1st and December 1st of each year. A check separate from the normal payroll check shall be issued for payment of unused sick leave.

**H. Flexible Work Schedule**

Eligible unit members may work flexible work schedules (i.e. 4/10, 9/80, etc.) when feasible. It is not the intention of the City to reduce the number of hours that City services are available to the public. It is agreed that implementation of flexible work schedules shall be evaluated on a work unit basis, and will only be approved in those units where flexible work schedules can be implemented without reducing service levels and cost effectiveness.

**I. Association Representatives Time Off For Training**

City shall grant Association employee board members a total of three (3) person days per year for the purpose of attending Association sponsored educational and

training opportunities. These educational and training days will be paid time off from work. It is agreed that the employee representatives shall provide sufficient notice to their supervisors so that work schedules can be arranged to compensate for their absence. City will grant necessary time off from work for meet and confer preparation and negotiations.

## **J. Professional Development Incentive Program**

Employees shall receive a bonus for obtaining certificates or degrees received after July 1, 2000 provided the employee has completed their probationary period. A certificate bonus shall not be awarded if the certification or degree is a minimum requirement for their position. The certificate must relate to the employee's current position or future lateral or promotional opportunities with the General Employees Unit, Mid-Management Association or the unrepresented units of Confidential Employees and Executive Management. Vocational Training, for purposes of this section, is defined as a minimum of 100 hours of specific training in a career field which results in a certificate of completion. The minimum 100 hours shall be documented classroom time or in the case of a correspondence program identified as the average length of time required to complete the program certification as documented by the certifying agency or institution. Only one (1) bonus per calendar year can be received by an employee. If an employee receives either a Ph.D., Master's degree or Bachelor's degree in a calendar year, the employee may also receive one (1) additional bonus for a certificate earned in the same calendar year.

Professional Certificates - \$2500 lump sum

- Professional Engineer Registration
- Professional Land Surveyor Registration
- Certified Public Accountant
- Engineer-In-Training
- Land Surveyor-In-Training
- American Institute of Certified Planners
- Paralegal Certificate

College Degrees and Certificates - \$2500 lump sum

- Ph.D.
- Master's Degree
- Bachelor's Degree
- Associate's Degree

Technical Certificates - \$2000 lump sum

- Grade 5 Water Treatment Operator or Water Distribution Operator
- Grade 4 Water Treatment Operator or Water Distribution Operator
- Grade 3 Water Treatment Operator or Water Distribution Operator
- Grade 2 Water Treatment Operator or Water Distribution Operator
- Grade 1 Water Treatment Operator or Water Distribution Operator
- Grade 5 Waste Water Treatment Operator
- Grade 4 Waste Water Treatment Operator
- Grade 3 Waste Water Treatment Operator
- Grade 2 Waste Water Treatment Operator
- Grade 1 Waste Water Treatment Operator
- I.C.B.O. Certificates
- Public Works Inspector - NICET
- Cross Connection Control Specialist Certification
- Certified Arborist
- Vocational Certificates Of Completion - \$1500
- Examples:
- A+ Certification (Computer Hardware, Software & Networking)

- Microsoft Certified Systems Engineer
- Cisco Certified Network Associates
- Operation Of Wastewater Treatment Plants Program administered by California State University, Sacramento Regional and Continuing Education Program

Technical Certificates - \$1000 lump sum

- Chemical Applicator
- Licensed Tree Trimmer
- Automotive Service Technician (ASE)

The following are not eligible for consideration under this section:

- Any driver's licenses
- Certificates, licenses or degrees required for the position the employee holds
- Certificates, licenses or degrees earned at the expense of the City including City sponsored training programs and consortium training programs except for approved tuition reimbursement pursuant to Section 8.10 (D) and (E) of the City of Hollister Personnel Rules & Regulations for Associate degrees, Bachelor's degrees, Master's degrees and Ph.D. degrees.

The process for receiving a bonus under this program shall be:

Prior to beginning any class, program, seminar or study toward a desired certificate or degree, the employee must submit a request to his/her department head for consideration and approval of bonus award. Qualifying classes, programs, seminars or study toward a desired certificate or degree shall not be denied. If prior approval is not obtained, the class, program, seminar or study toward a desired certificate or degree shall not fall within the scope of this Professional Development Incentive Program.

Upon obtaining a copy of the certificate or degree, payment will be processed for the specified bonus amount. Bonuses shall not be granted prior to receiving a copy of the degree or certificate. Federal law mandates that any employee receiving a cash bonus will be issued an IRS 1099 statement and will be required to declare this as additional income for tax purposes at the end of the year

#### **K. Jury Duty And Subpoenaed Witness**

Any eligible employee of this unit shall be allowed to take leave from his/her City duties without loss of wages, leave time or other benefits for the purpose of responding to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee receive paid leave for jury duty not more than once per calendar year. In the case of serving on a jury more than one time during a year, the employee has the option of using leave time to mitigate loss of pay. No employee shall suffer loss of wages or other benefits responding to a subpoena to testify in court on behalf of the City.

#### **L. Bereavement Leave**

1. Eligible, career employees of this unit are eligible for three (3) days bereavement upon the death of the following:

Husband	Brothers	Grandchildren	Uncles
Wife	Sisters	Mother-in-law	Aunts
Children	Grandparents	Father-in-law	Nieces
Father	Grandparents-in-law	Sisters-in-law	Nephews
Mother	Legal guardian	Brothers-in-law	

2. Eligible, career employees of this unit shall be allowed up to five (5) days upon City Manager approval for employees who must travel out of state or outside a 500 mile radius within the state for bereavement leave. Such approval shall not be unreasonably denied.

**M. Uniform Allowance**

1. A uniform allowance in the amount of sixty dollars (\$60) per month will be granted to employees in the classification of Animal Control Supervisor when said employees are required to wear a uniform.
2. A one time \$200 lump sum amount will be paid to the incumbent in the position of Animal Control Supervisor for the purchase of uniforms. Thereafter, an amount of \$200 for the purchase of uniforms will be paid upon initial employment of any employee in the classification of Animal Control Supervisor.

**N. Automatic Payroll Deposit**

All new unit members of the Association shall enroll in the automatic payroll deposit program at the time of their employment with the City or at the time of promotion to this unit.

**O. Administrative Leave**

Eligible unit members, who are determined to be overtime ineligible as defined by the Fair Labor Standards Act (FLSA) shall receive eighty (80) hours Administrative Leave on July 1 of each fiscal year. The terms for use of Administrative Leave are as follows:

1. Administrative Leave credit will be accrued at the rate of 3.08 hours per pay period.
2. The entire 80 hours of Administrative leave will be advanced and be available for use on July 1 of each fiscal year.
3. Leave usage will be monitored by having each eligible employee execute a Leave Request. This request must be signed by the individual eligible employee and approved by the Department Director or City Manager. The Administrative Leave usage must be identified and recorded on the official time card for the period in which leave was taken.
4. Residual Administrative Leave not utilized during the fiscal year may not be carried over into a subsequent year. Administrative Leave shall not be cumulative and shall not be converted into monetary compensation, except upon termination or retirement.
5. In the event an eligible employee terminates during the year, unused accrued Administrative Leave shall be paid out in the same manner as unused vacation. If leave has been taken beyond that which is accrued the employee must pay back all excess leave taken.
6. For eligible employees hired during the year, leave credit will be accrued from the date of hire.
7. The Finance Department will initiate a separate Administrative Leave system for accounting purposes.



**P. Tuition Reimbursement**

The City will provide for tuition reimbursement in accordance with provisions of the current Personnel System Rules and Regulations. In order to be eligible for this reimbursement the employee must obtain prior approval for the course from both the department head and the City Manager.

**Q. Reclassification and Salary Adjustment Policy**

The City and Association agree to develop a structured process for addressing individual reclassifications and resulting salary adjustments that will be consistent with the annual budget process.

**R. Christmas Eve Holiday**

The City shall provide an additional paid ½ day holiday on the afternoon (4 hours) of December 24<sup>th</sup>, known as Christmas Eve. The Christmas Eve holiday shall be observed on the afternoon of the workday preceding the day on which the December 25<sup>th</sup> holiday, known as Christmas Day, is observed.

**S. Longevity Pay**

Those unit members that have completed 10 consecutive years of service with the City, shall receive a longevity bonus of 1.5% of base salary. An additional 1.5% of base salary will also be implemented at the completion of the 15<sup>th</sup> and 20<sup>th</sup> years of consecutive service to the City of Hollister. Employees who have worked more than 10 consecutive years at the time of approval of this Agreement will receive an initial bonus of 1.5%. The employee will then have to wait until the next milestone to receive the next bonus (i.e. an employee with 16 years of service will receive a 1.5% longevity bonus and will have to wait until the completion of the 20<sup>th</sup> year before the final 1.5% longevity bonus will be awarded).

**T. Health Care Reform**

The City shall review with the Association, during the term of this agreement, any health care insurance, or related insurance proposals, that may assist with controlling escalating insurance costs.

**Article 13. Maintenance of Operations**

- A.** The Association agrees that during the term of this M.O.U. and for the period of time necessary for the meet and confer process to conclude a successor M.O.U., neither the Association, nor any representative acting on its behalf, will cause, authorize, engage in, condone or sanction a strike, sick-in, work stoppage, slow down, picketing (other than informational picketing on the employees' own time), concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the City, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.
- B.** If the City determines that the Association has engaged in any activity which violates subsection A. above, the City may order the forfeiture of all rights and privileges, or any portion thereof, of the Association.
- C.** If the City determines that an employee has engaged in any activity which violates subsection A. above, the employee member(s) may be subject to disciplinary action up to and including discharge from City service.

#### **Article 14. Prevailing M.O.U.**

In the event of a conflict between a specific provision of this M.O.U. and a written rule, regulation, or resolution of the City or any of its divisions, the terms of the M.O.U. shall prevail and said written rule, regulation, or resolution shall be physically amended to conform to the specific provisions of this M.O.U.

#### **Article 15. Drug Free Workplace Policy**

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3, 1992), is incorporated by reference into this M.O.U.

#### **Article 16. Savings Clause**

If any article or section of this M.O.U. should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

#### **Article 17. Term of Agreement**

The term of this M.O.U. shall commence on July 1, 2003 and shall expire June 30, 2006, unless otherwise agreed to by both parties. It is also agreed to by both parties to initiate the meet and confer process in a timely fashion, exchanging written proposals at least thirty (30) days prior to the termination of this agreement. An extension of the term of this agreement on a month to month basis may be made by mutual agreement of the parties.

The above constitutes a full and complete agreement between the parties on all matters within the scope of representation.

**City of Hollister**

**Hollister Mid Management  
Association**

Dated \_\_\_\_\_

Dated \_\_\_\_\_

by \_\_\_\_\_  
City Manager

by \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_